

2021 - 2022

MASTER CONTRACT

BETWEEN

THE BOARD OF DIRECTORS

OF THE

OCEAN BEACH SCHOOL DISTRICT NO. 101

AND

CLASSIFIED PUBLIC EMPLOYEES ASSOCIATION

2021/2022

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Article I

ADMINISTRATION

Section I: Recognition

1.1.1

The Ocean Beach School District No. 101 hereby recognizes the Classified Public Employees Association as the exclusive bargaining representative for all classified employees in the bargaining unit described below, excluding any person whose duties as administrative assistant or secretary necessarily imply a confidential relationship to the executive head or to the Board of Directors pursuant to RCW 41.56.030(2).

1.1.2

This Agreement is specifically non-applicable to the following: Transportation personnel (excluding Transportation Secretary), Food Service Supervisor, Nurse, Director of Maintenance, Desktop Support, Director of Technology, Superintendent Secretary, Accounts Payable Clerk, Payroll/Personnel Officer and Business Manager.

1.1.3

Other than cited in 1.1.2 the bargaining unit to which this Agreement is applicable is as follows: All full-time and regular part-time classified employees of the Ocean Beach School District No. 101, in any of the following job classifications: Secretarial I; Secretarial II; Para-educator; Library Assistant; Grounds/Maintenance; Custodial/Light Maintenance; Clerical Assistant; Food Service Worker; Building Kitchen Supervisor, and Supervisory Assistant.

Section 2: Definitions

1.2.1

The term "District" as used in this Agreement shall mean the Ocean Beach School District.

1.2.2

The terms "Ocean Beach CPEA/WEA/NEA," "CPEA" or "Association" as used in this Agreement shall refer to the Classified Public Employees Association/Washington Education Association/National Education Association.

1.2.3

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; words denoting number shall include both the singular and plural.

Section 3: Status of Agreement

1.3.1

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to its terms.

1.3.2

At the written request of either party this Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties.

1.3.3

All newly employed employees will be on probationary status for the first twelve (12) months. The probationary period shall be extended one (1) day for each day the employee is absent for an excused or unexcused absence. New employees on probationary status may be terminated without recourse at the determination of the District.

Section 4: Conformity to Law

1.4.1

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provision or applications of the Agreement shall continue in full force and effect. For the purposes of this section, being found contrary to law includes rulings from a court of law, the Attorney General, and the Public Employment Relations Commission.

1.4.2

In the event a provision(s) is determined to be contrary to law as stated above, such provision shall be renegotiated. Negotiations shall commence within two (2) weeks after a request for negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

Section 5: Distribution of Agreement

1.5.1

Following ratification signing of this Agreement, the District and the Association shall design and print its contents. The cost of printing the Agreement shall be borne equally by both parties. Two printed copies of the Agreement shall be made available to the Association. The District shall make a copy of the agreement available on its web page. The Association shall distribute to all employees copies of this Agreement. Ten (10) additional copies shall be provided to both parties. All employees new to the District shall be provided a copy of the Agreement by the District.

1.5.2

There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District, and one by the Association.

Section 6: Agreement/Administration/Interpretation

1.6.1

Upon written request by either party, the Association officials and District Administrators shall meet to discuss school problems relating to interpretation or compliance with this collective Bargaining Agreement or other problems. When a request is made, the meeting shall be held within a reasonable amount of time. There shall be no negotiations at these meetings.

Section 7: Management Rights

1.7.1

The Association recognizes the District's inherent and traditional right to manage its business as has been its practice in the past. It is agreed that the statutory as well as the customary and usual rights, powers, functions and authority of management are vested in management officials of the District.

1.7.2

The Association recognizes the District's right to hire, transfer, promote, demote, assign and retain employees and to discipline, suspend, or discharge employees for just cause and to maintain the discipline and efficiency of its employees.

Article II

BUSINESS

Section I: Dues, Deductions and Representation Fees

2.1.1

On or before September 1 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association, including the National Education Association and the Washington Education Association, which are to be deducted in the coming school year under payroll deductions. The total for these deductions shall not be subject to change during the school year. Payroll deduction will also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education. All deductions continue year-to-year unless cancelled by the employee.

The deductions authorized above for Association members shall be made in twelve (12) equal amounts from each paycheck, beginning with the pay period in September, through the pay period in August of each year.

All staff employed after September, or who terminate employment before June, will only pay dues for the months they are employed at the regular monthly amounts.

The District agrees to remit dues promptly and directly to the Washington Education Association.

The District agrees to provide a list of classified employees from whom the dues deduction has been made.

2.1.2

If an employee does not complete a membership enrollment form (which designates being a member of the Ocean Beach CPEA) they are covered by the Collective Bargaining Agreement and must be in the membership database.

The District agrees to provide the WEA UniServ Council Membership Contact with the names of all classified new hires with the following information if a membership form is not completed:

Full name, address, last 4 digits of their Social Security number, birthdate, work location and position.

The Association shall provide a report form for the District to fill in any change of personnel. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.

Each month during the school year, the Association agrees to provide the District with the names of those classified employees who have joined the Association and paid its dues and assessments by means other than through payroll deduction.

2.1.3

The District shall transmit the dues to the treasurer of the Washington Education Association each pay period. Dues will include local dues.

Section 2: Association Rights

2.2.1

The Association shall be allowed to use school facilities outside of the employee work day for meetings and to transact Association business after having received permission from the building principal or designee.

2.2.2

When mutually agreed to by the parties, Association representatives shall be allowed to represent employees of the bargaining unit for purposes of grievance investigation and to attend meetings or negotiations with the District during working hours without loss of pay.

2.2.3

The District agrees to furnish the Association, in response to reasonable request, all information which is of public record in accordance with Ch. 42.17 R.C.W., together with information which may be necessary for the Association to process a grievance. The District may charge the Association the cost of reproducing District records and documents if the general public would be charged for this service and at a rate no greater than would be charged to the general public.

2.2.4

The district shall provide a list of new regular employees to the Association upon request.

2.2.5

The Association shall have the right to use the District inner-office mails and emails to distribute Association materials, so long as such communications do not disrupt District operations and are outside the employee workday. All materials must be clearly marked as to sender.

2.2.6

The District agrees to provide space on available bulletin boards for the posting of Association notices. Association notices posted shall be signed by the Association official responsible for the posting. Unsigned notices or bulletins may not be posted.

Article III

PERSONNEL

Section I: Due Process

3.1.1

No classified employee shall be disciplined (including written warnings, reprimands, suspensions, reductions in rank or professional advantages, discharges, non- renewals) terminations or other actions that would adversely affect the employee without just and sufficient cause. The specific grounds forming the basis for disciplinary action will be made available to the classified employee and the association in writing.

3.1.2

Any classified employee given an adverse change in contract status due to just cause shall be notified in writing of the decision. Notification shall specify the grounds for just cause for such action. The association will be notified if discipline alters the conditions of employment. Notice shall be delivered to the employee personally or by certified or registered mail.

3.1.3

Classified employees shall be entitled to have present a representative of the Association, at no loss of pay, during a formal disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present or after three (3) working days following when information is provided to the employee regarding the impending disciplinary action. In cases of serious offenses, the district may take immediate disciplinary action pending the results of further investigations.

3.1.4

Any disciplinary action taken against classified employee shall be appropriate to the behavior which precipitates said action.

3.1.5

Any written complaint made against classified employee or person for whom the employee is administratively responsible by any parent, student, or other person, will be called to the attention of the employee within three working days of receipt of the complaint. Any written complaint not called to the attention of the employee may not be used as a basis for any disciplinary action against the employee. When possible, disciplinary actions will be held at a time that does not disrupt schools. Verbal complaints will not be grounds for any disciplinary action, unless an investigation determines there is a violation of district policy or state law.

3.1.6

When charges of misconduct against classified employee are found to be unsubstantiated after administrative investigation, all related documents shall be destroyed to protect the employee's reputation and work record.

Section 2: Layoff and Recall

3.2.1

The District retains the right to determine the size of its work force and thereby the number of employees in this bargaining unit. In the event of layoff or decrease in hours, the Superintendent shall provide written notice to all affected employees at least ten (10) District work days prior to the time the layoff would occur.

All employees hired and paid by special funds acquired through a grant may be terminated at the expiration of the grant.

3.2.2

Layoff Procedure and Definitions. Layoff shall be by seniority, defined as the length of continuous service in the District within the following classifications (1) Secretary I; (2) Secretary II; (3) Para-educator; (4) Library Assistant; (5) Custodial/Light Maintenance; (6) Grounds / Maintenance; (7) Food Service Workers; (8) Building Kitchen Supervisor; (9) Supervisory Assistant; (10) Clerical Assistant.

In the event of more than one (1) individual employee having the same seniority ranking, all employees so affected shall participate in the drawing by lot to determine the position on a seniority list. The Association and all employees so affected shall be notified in writing of a date, place and time of drawing. The drawing will be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

3.2.3

Recall Procedure. Laid-off employees shall be placed in a re-employment pool of two (2) years. No new employees shall be hired to fill existing vacancies until the pool has been exhausted within a specified classification.

3.2.3.1

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. The employee's address as it appears on the Board's record shall be conclusive when used in connection with layoffs, recall or other notice to the employee. Any employee so notified shall have five (5) days from the date of mailing or three (3) days after personally served, to accept the offered employment. If the offer is not accepted, the employee shall be removed from the employment pool. Employees on layoff shall retain their seniority for the purpose of recall for a period of two (2) years.

3.2.4

All benefits to which an employee was entitled, at the time of his/her layoff, including unused accumulated sick leave, will be restored to the employee upon his/her return to active employment.

3.2.5

The District will email a seniority list by November 1st to the Association President.

3.2.6

Reduction/decrease in hours. Employees who have hours reduced, rather than a layoff, will have their names placed in a pool. If hours are then reinstated due to increased enrollment, funding by the state or grants, etc., these affected employees will be offered the opportunity, by seniority in their classification, to regain

hour(s). Individual employees having the same seniority ranking will participate in a drawing by lot to determine the position on a seniority list. Guidelines will be the same as a Layoff (3.2.2).

Section 3: Employee Rights

3.3.1

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, sexual orientation, age, marital status, political activity or the presence of any sensory, mental or physical disability except as required in accordance with this Agreement or as otherwise provided by law.

3.3.2

Employees have the right to organize and designate representatives without interference under Chapter 41.56.040.

Section 4: Personnel Files

3.4.1

Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy at employee's expense of any documents contained therein shall be given to the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District; however, the Association recognizes that working files properly exist. File review shall be in the presence of a District official.

3.4.2

No derogatory material shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own written comments. An employee may request removal of negative material that has been in his/her file for over 5 years, provided such records are not otherwise required to be retained by law and subject to the paragraph below. Such a request will be granted provided said material is not in the form of an evaluation, is not determined by the District to be of a serious nature and there have been no subsequent infractions of a similar nature. In accordance with WAC 181-88, no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any employee file.

Section 5: Employee Protection

3.5.1

The District shall hold harmless and defend each employee from claims and damages caused or alleged to have been caused in whole or in part by an employee while working within the scope of his/her duties as an employee of the District as long as the employee is working within District guidelines that conform to law.

Section 6: Assignments, Transfers and Promotions

3.6.1

All classified employees covered under this agreement will be notified of open Classified positions that may become available within the District's schools and have first consideration before outside personnel are considered. All requests by employees for changes of location or position shall be given in writing to the

Superintendent. Employees who apply for open positions shall be offered an interview for the position applied for as long as the employee can meet District, State or Federal qualifications.

3.6.2

The right to assign, reassign and transfer employees is retained by the District; however, the District will not involuntarily reassign or transfer any employee(s) that would cause the employee to work in a lower paid salary classification, unless requested by the employee or the employee has received an evaluation or declined opportunities for further training which deem that employee is no longer able to perform his/her current assignment at acceptable position requirements.

3.6.3

An involuntary transfer shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason therefore.

3.6.4

Notice of job openings covered by the bargaining unit shall be posted by the District a minimum of five (5) business days before a permanent selection to fill the job is named. Such notice shall contain a general description of the qualifications for the job, salary rate, work hours/shift, location and application procedures. A copy of the notice shall be sent to the President of the Association.

3.6.5

Every effort will be made by July 1 to notify employees of a possible change in assignment for the upcoming year.

Section 7: Other Working Conditions

3.7.1

The District shall support and assist employees with the maintenance of control and discipline of students in the employees assigned work areas as long as the employee is working within District guidelines that conform to law.

3.7.1.1

An accessible administrator or designee shall be available in all buildings at all times during the student day.

3.7.2

Employees shall act in accordance with law and District policy and procedures and in a reasonable manner with a student when necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from verbal attack, physical abuse or injury. Employees will report all such incidents to the immediate supervisor. Classified employees whose indispensable personal property is damaged in an assault on their person or their personal property arising out of and in the course of their employment may apply for reimbursement of costs of repair or replacement. If an item is damaged beyond repair, actual value at the time of the damage may be claimed. Indispensable personal property is defined as personal materials such as eyeglasses, contacts, hearing aids, dentures, and clothes. Claim shall be made in writing describing details of the assault listing all damages incurred noting a date, hour, and witnesses. The claim will be forwarded by the building administrator to the District office.

3.7.3

In accordance with State law, no employee will be requested or required to dispense or administer medication prior to receiving instruction/training from appropriate personnel. Employees will not be requested or required to perform other specialized medical procedures without having received prior appropriate training or without having the necessary certification or license to perform the procedure. Training time will be paid at the employee's regular hourly rate of pay or overtime if applicable. After initial training, an annual review of procedures will be provided to employees at their request.

3.7.4

Employees attending required training courses, whom have received prior approval by the Superintendent, will suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses incurred for required training course fees and tuition will be paid by the District.

3.7.5

All classified employees must meet the initial requirements for any job, and its associated qualification requirements by the District, State, or Federal Government before being placed in the position.

3.7.6

When an employee is assigned or substitutes for the majority of the duties of another CPEA represented employee at a higher classification, such employee shall be paid at the rate established for such higher classification for the time actually worked in the higher classification beginning the first hour of such assignment. Seniority within each classification within the building and qualifications will be taken into consideration when making decisions regarding assignments.

Section 8: Work Day, Work Year, Overtime

3.8.1

An employee's workday shall be assigned by the District. Eight (8) hours shall constitute a full-time workday, work to be completed within eight and one-half (8 1/2) hours consecutively. At times when students are not in session, alternate work schedules may be arranged by the supervisor.

Each employee shall be allowed a ten (10) minute rest period during each continuous four (4) hours of work.

An uninterrupted meal period of no less than thirty (30) minutes shall be given each employee who is assigned to a work schedule of five (5) hours or more. The supervisor will designate the time assigned to each break and lunch period. Exceptions may be granted with approval of the supervisor.

3.8.2

A full-time, 12 month employee's work year will be 2080 hours (260 days). If the work year is more than 260 days, the administration will identify the additional days by April 30th for the following school year. Employees will respond within ten (10) working days as to whether they will work the additional days. Such additional days will be paid from a timesheet.

3.8.3

Hours worked in excess of forty (40) hours in any five (5) day week shall be paid for at time and one-half (1 ½) of the employee's regular rate of pay. Overtime shall be calculated using a Sunday-Saturday work week.

If the employee is required by his/her supervisor to work additional hours to cover for another employee or to make up for time off due to illness, the employee shall receive compensation at time and one-half for any hours worked over 8 hours per day. Under these conditions, sick leave count as hours worked.

3.8.3.1

The district will recognize and pay for additional time requested by a classified employee attending conferences, IEP's, disciplinary meetings, and staffings required by the program director. Supervision for field trips which require the employee to work more than his/her assigned hours shall be paid for at the regular and/or overtime rate.

3.8.3.2

If a classified employee is hired as a coach or assistant coach the employee will deduct from their time sheet regular work hours that overlap with these supplemental paid duties.

3.8.3.3

On early release days, the employee will only be paid for the hours worked. If it is appropriate and requested by the building principal, employees will attend staff development activities or perform other assigned duties.

3.8.4

Overtime shall be allocated by seniority within classifications and availability at the work site.

3.8.5

All extra and/or overtime must have prior approval of Superintendent or designee.

3.8.6

Employees recalled after completing a shift shall be compensated at time and one-half (1 1/2) for all hours worked with a minimum guarantee of at least two (2) hours overtime for callback.

3.8.7

In the event that the District closes school for whatever reason the District retains the right to require necessary personnel to remain at school to do whatever is necessary to protect people and property.

3.8.8

When schools are closed because of conditions not within control of the District, all full-time/year-round employees will report to work. If they believe that traveling conditions to work are hazardous and that a safety problem exists, he/she must call their supervisor and inform them of the situation to be excused from work.

3.8.8.1

Other employees who report for work and school is subsequently cancelled, the employee will be compensated for the actual time worked or a minimum of one hour work time, whichever is greater.

3.8.8.2

Hours lost due to a declared emergency via statute or governor proclamation (WAC 392-129-105) of up to three days, an individual school closure, or a late start or early release time will be handled as follows per occurrence:

Part-time Employees:

Option 1: Use up to 2 emergency leave days which will be deducted from a person's sick leave balance;

Option 2: Use Personal Leave, if available;

Option 3: May be a combination of Options 1, 2, and/or leave without pay.

Full-time, year-round employees (secretary, maintenance, custodians) may be required to report to work. If not, the following options are available:

Option 1: Use up to 2 emergency leave days which will be deducted from a person's sick leave balance;

Option 2: Use Personal Leave, if available;

Option 3: Use Vacation Leave, if available;

Option 4: May be a combination of Options 1, 2 and 3, and/or 1 leave without pay.

If an emergency closure exceeds three work days, the district and CPEA will meet to discuss a resolution.

Section 9: Holidays and Vacations

3.9.1

All year-round employees shall receive the following paid holidays which fall within their work year:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) Presidents' Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans' Day
- (8) Thanksgiving Day
- (9) Day After Thanksgiving Day
- (10) Day Before Christmas
- (11) Christmas Day

3.9.1.1

All less than year-round employees shall receive the following nine paid holidays which fall within their work year:

- (1) Thanksgiving Day
- (2) Day After Thanksgiving Day
- (3) Christmas Day
- (4) New Year's Day
- (5) Veterans' Day
- (6) Presidents' Day
- (7) Martin Luther King Day
- (8) Memorial Day
- (9) Labor Day

3.9.1.2

Thanksgiving observance will begin with a paid early release the Wednesday before.

3.9.1.3

Para-educators, clerical assistants, library assistants, and supervisory assistants may leave after all students have left the building. Cooks may leave when kitchen duties have been completed. Building secretaries may leave after all students have been safely delivered home. Custodians schedules to be determined by building administrators.

3.9.2

Unworked Holidays: Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees on unpaid leaves of absence are not eligible for this pay.

3.9.3

Worked Holidays: Employees who are required to work on the above described holidays shall receive the paid holiday, plus one times their base rate for all hours worked on such holidays. (Double time)

Vacation

3.9.4

Upon completion of each of the first five (5) years of service with the school district, each year-round employee shall be granted ten (10) days of paid vacation per year.

3.9.5

Upon completion of the sixth (6th) through eleventh (11th) years of service, each year-round employee shall be granted fifteen (15) days of paid vacation per year.

3.9.6

Upon completion of the twelfth (12th) year of service, each year-round employee shall be granted twenty (20) days of paid vacation per year.

Year of Employment	Vacation Accruing
1 st Year	10
2 nd Year	10
3 rd Year	10
4 th Year	10
5 th Year	10
6 th Year	15
7 th Year	15
8 th Year	15
9 th Year	15
10 th Year	15
11 th Year	20
12 th Year	20

3.9.7

Year-round employees shall be those working twelve (12) months per year.

3.9.8

Vacations must be taken within the 12-month period following the year it was earned, except that a maximum of seven (7) days may be carried over to the next year.

3.9.9

The District will establish and publish a vacation schedule by May 15, based on requests received by May 1st. Any dispute between employees regarding the schedule will be resolved in favor of seniority. The schedule may not be changed unless mutually agreed upon by the employee and the supervisor.

3.9.10

Employees terminating during the first year of employment shall not be eligible for vacation.

3.9.11

Vacation cannot be cashed out, but will be used in establishing the employee’s termination date. If an employee leaves mid-year, the number of days earned will be pro-rated.

3.9.12

If an employee is recalled from vacation, he/she shall receive the overtime rate for all hours worked and shall be given the remainder of his/her vacation at a later date.

Section 10: Salaries and Salary Payment

3.10.1

Salaries for employees subject to this Agreement are contained in Appendix A. Employee’s annual salaries shall be paid in twelve (12) monthly checks. Payroll will be dated and distributed on the last district office working day.

3.10.2

Steps are based on years of longevity from October 1 of the year of hire.

Year of Employment	Years of Experience	Step
1st Year	0-1	1
2nd Year	1-2	1
3rd Year	2-3	1
4th Year	3-4	2
5th Year	4-5	2
6th Year	5-6	2
7th Year	6-7	3
8th Year	7-8	3
9th Year	8-9	3

10th Year	9-10	4
11th Year	10-11	4
12th Year	11-12	4
13th Year	12-13	5
14th Year	13-14	5
15th Year	14-15	5
16th Year	15-19	5 +.25
21st Year	20-24	5 +.50
26th Year	25-29	5 +.75
31st Year	30+	5 + 1.00

3.10.3

Step increases will be applied/begin on September 1.

Section 11: Transportation Reimbursement

3.11.1

When acting in accordance with assigned duties or when required to travel from one building site to another in his/her own private vehicle during working hours, an employee shall be reimbursed for such travel at the current rates per board policy.

Section 12: Insurance Benefits

3.12.1

With the Washington State change to the School Employees Benefit Board (SEBB) insurance program for school employees, the District and the Association recognize that there may be unanticipated impacts due to the transition. The Ocean Beach School District and the Ocean Beach CPEA agree to meet in August in order to reach agreement on final contract language that specifies benefits, coverage and parameters.

3.12.2

The K-12 Retiree Allocation will be paid by the school district.

3.12.3

All classified employees who access unpaid leave will have their medical insurance benefits reduced accordingly. Benefits will be prorated according to the formula that calculates their FTE.

Section 13: Leaves

3.13.1

At the beginning of each work year, each employee shall be credited with an advanced sick leave allowance for bona fide illnesses as follows:

- a. 12 month employees, 12 days
- b. 11 month employees, 11 days
- c. 9 and 10 month employees, 10 days

Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of 180 days.

If an employee resigns, or is terminated, and has used sick leave that has not accrued he/she will have those days (monies) already paid deducted out of their final pay check. If the employee resigns mid-year, sick leave will be prorated.

3.13.1.1

In cases of excessive absence of more than five (5) consecutive days, due to sickness, the employer may require that the employee furnish a statement from a duly licensed physician.

3.13.1.2

In the event an employee is absent for a reason covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by Industrial Insurance and the amount the employee would normally have earned. A deduction shall be made from the employee's accumulated sick leave in accord with the amount paid to the employee by the District. Upon exhaustion of sick leave, the employee may prepay full cost of health insurance provided the insurance carrier approves. An employee who uses more sick leave than they are allotted may be required to furnish a statement from a licensed physician for absences in order to maintain employment.

3.13.1.3 - Attendance Incentive Program

Annual Conversion of Accumulated Sick Leave

Commencing in January 1981, and on each January thereafter, any eligible employee who at the end of the immediately previous calendar year shall have accumulated in excess of 60 days (480 hours) of unused sick leave may elect to receive remuneration for unused sick leave earned the previous year at the rate of 25 percent of the employees current full-time daily rate of compensation for each full day (8 hours) of eligible sick leave (a maximum of three (3) days or twenty-four (24) hours in any one calendar year). Any such election shall be made by written notice to the District personnel office during the month of January on forms provided by the District. All sick leave days converted pursuant to this section shall be deducted from the employees accumulated sick leave balance. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of Washington Administrative Code.

Conversion of Sick Leave Upon Retirement or Death

Any employee who, on or after June 12, 1980, shall retire or who shall die while employed by the District may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of 25 percent of the employees full-time daily rate of compensation at the time of termination from employment for each full day (8 hours) of eligible sick leave, up to a maximum of 180 days (1440 hours). An employee separating from employment for the purposes of retirement must be eligible to immediately commence receiving retirement benefits from a State retirement system to be eligible for conversion

of sick leave for compensation. Any such conversion of sick leave upon retirement or death shall be subject to the terms and limitations of Washington Administrative Code. **WAC 392-136-020**

VEBA III will be an available option for retirees, consistent with state and program guidelines.

3.13.1.4

Unused sick leave credits shall be transferred to or received from other school districts in the State of Washington in accordance with state law.

3.13.2 Family Illness

In accordance with the Washington State Family Care Act, each employee shall be entitled to use a choice of accrued sick leave or other paid leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision; a child eighteen (18) years of age or older and incapable of self-care because of mental or physical disability; or spouse, domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition. The definitions of the family members listed in this section shall be the as those specified in the Family Care Act at RCW 49.12.265. An employee may not take advance leave until it has been earned. The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who uses this leave.

Eligible employee taking leave pursuant to the Federal Family Medical Leave Act (FMLA) will use their accrued paid leaves concurrent with the twelve (12) weeks leave allowed per year.

3.13.2.1

Employees who work a minimum of 1228.5 hours per year, and have been continuously employed by the District for 3 years, and who otherwise meet the conditions to qualify for leave under the Washington State Family Care Act as stated above, will be eligible for leave under these conditions.

3.13.3 Washington State Paid Family and Medical Leave (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used concurrently with the employee's other leave entitlements unless the employee elects otherwise. Commencing September 1, 2019, the District shall pay the employer portion of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain the District allocation of health insurance benefits during periods of approved PFML leave.

3.13.4 Bereavement Leave

The employee shall receive three (3) days of bereavement leave, per occurrence, due to the death of employee's relatives. Deaths resulting from a common occurrence shall be treated as a single death with respect to the length of leave granted. The District shall grant additional days for bereavement out of sick leave.

Cases involving individuals other than an employee's relatives may be approved by the employee's supervisor.

3.13.5 Judicial Leave

In the event an employee is summoned to serve as a juror, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; and per WAC 357-31-315 are allowed to keep any compensation they receive for their jury service in addition to their regular pay. In the event that an employee is a party in a court action, such employee may request a leave of absence without pay. Any transportation, meal or lodging expense reimbursement shall be retained by the employee. Such repayment shall not exceed the employee's normal daily pay.

3.13.6 Disability Leave

An employee who is pregnant shall be allowed to work as long as she is capable of performing her normal functions and duties of her job, and so long as her personal physician concurs. A request for maternity leave shall be made in writing to the Superintendent at least thirty (30) calendar days prior to expected commencement of leave. Within thirty (30) calendar days after childbirth, she in consultation with her doctor, shall inform the employer of the specific day when she will return to work. She may use accumulated leave to cover the temporary disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

3.13.6.1

In the event sick leave has been exhausted as a result of childbirth and/or the employee requests a leave of absence, she may be granted a leave of absence without pay for a period of up to a year. The employee shall return to her same position and/or level with no loss of rights, benefits or seniority.

3.13.7 Adoption Leave

An employee receiving a child through legal adoption shall be granted, upon request, up to 10 days leave without pay, deductible from sick leave, which may include but not be limited to the following:

- a. Travel to obtain child
- b. A required observation with child; or
- c. Court and legal procedure to finalize adoption

Any leave used under terms of this policy shall be deducted from the staff member's accumulated sick pay. In the event the staff member's sick leave has been exhausted, an eligible staff member shall be granted the leave without pay for a period of up to 12 weeks.

3.13.8 Military Leave

Military leave will be granted in accordance with the provisions of RCW 38.40.060.

3.13.9 Personal Leave

The District agrees to grant three (3) days personal paid leave per school year. Requests for leave must be in writing to the building principal five (5) school business days prior to date of leave request unless the situation causing the leave makes this impractical and then the decision shall be made by the Principal to ensure minimal disruption to the District. In such case the Principal may waive the five (5) day requirement. Requests may be approved or denied if the leave is used to extend vacation or holiday time. Appeals may be made to the Superintendent. Requests for Personal Leave should be other than the first two weeks of school or the last two weeks of school. Employees may carry forward two (2) personal leave days to the following year and accumulate up to five (5) days.

After the school year has ended, any Personal Leave that would otherwise be lost, will be automatically cashed out at the substitute rate of pay, with the July payroll. Year-round employees will have personal leave cashed out with the September payroll.

No more than three (3) consecutive days may be taken at any given time, unless approved by administrator. In the event that the employee finds reason to cancel the approved leave, they shall do so by noon the day before said leave was to occur.

3.13.10 Leave Sharing for Tragic Situations

1) An employee may, of his/her own choice, donate portions of his/her accumulated sick leave to come to the aid of another named employee suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take an extended leave without pay or to terminate his/her employment.

The determination of whether or not the illness, injury, or impairment is extraordinary and/or severe will be made by a licensed physician. Prior to the approval or disapproval of an employee's request to participate in shared leave, the employee will submit to the superintendent a written statement from a licensed physician verifying the severe and/or extraordinary nature and expected duration of the illness, injury, or impairment.

2) A contributing employee must have an accrued sick leave balance of more than 176 hours to assign his/her sick leave to another named employee as specified in 1) above.

3) An employee may donate up to six (6) days from his/her plus 176 hours leave balance during any twelve (12) month period. The donation from the employees leave balance must be taken from the most recent leave days earned.

4) Employees cannot donate sick leave days that would result in his/her sick leave account balance going below 176 hours.

5) Sick leave includes leave accrued pursuant to the RCW's with compensation for illness, injury and emergencies.

6) An employee as recipient of leave transferred under this section, shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

7) In the event the donated sick leave is not fully utilized by the receiving employees, said employee must return the unused sick leave advanced to the respective donating employee on a pro-rata basis.

8) The above limitations on leave donation may be changed to adhere to Washington State laws regulations and guidelines. Such changes shall be reported to the Association.

3.13.11 Association Leave

1. The President of the Association, and/or duly designated appointees, shall be provided up to 20 days of Association leave each year to attend to Association business and/or for the purpose of attending regional and state meetings requested because of his/her position with the Association.

2. Request for Association leave must be made in writing to the Superintendent at least five (5) days before the date of requested leave, unless the situation causing the leave makes this impractical, then the decision shall be made by the Superintendent or designee.

3. Association leave shall be without loss of pay provided the Association shall reimburse the District for all substitute costs incurred upon being billed.

4. No more than four (4) employees shall be permitted to be absent from the District for any one time on Association leave.

3.13.12 Unusual or Exceptional Circumstances Leave

The Superintendent, with approval of the Board, may grant unpaid leaves to individuals who might not otherwise be covered, or extend leave in excess of the number of days provided by district policy, in unusual or exceptional circumstances. Request for this leave must be made in writing at least five (5) days, either before or after the occurrence.

3.13.13

Employees who exceed paid leave, without prior approval, shall be subject to the steps of discipline as outlined in section 1-Due Process.

Section 14: Employee Evaluation

3.14.1

An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employees file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

3.14.2

Every employee will be evaluated annually in writing on or before May 1st. In the event an employee's work performance is unsatisfactory he/she will be evaluated when this is apparent to the supervisor.

3.14.2.1

New staff shall be evaluated within 60 working days after commencement of employment.

3.14.2.2

Employees who transfer to a different classification will be evaluated within sixty (60) working days.

3.14.3

In the event an employee is given a negative evaluation that may ultimately lead to dismissal, the employee will be placed on a written plan of assistance with a timeline provided.

3.14.4

Reports: Evaluation reports shall be presented to each employee by his/her immediate supervisor in accordance with the following procedures:

- a. Such reports shall be issued in the name of the building administrator or supervisor based on a compilation of reports and observations by the immediate supervisor.

- b. Such reports shall be addressed to the employee.
- c. Such reports shall include a written narrative and the following information:
 - 1. Strengths of the employee.
 - 2. Improvements where needed.
 - 3. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

3.14.5

The substance of evaluation shall not be subject to grievance or arbitration.

3.14.6

If an employee is working less than a full work day, for purposes of evaluation, the total job description shall not be applied, but only those areas that the employee is able to carry out in the hours the employee is working.

3.14.7

The employee will have the opportunity to write a rebuttal to his/her evaluation.

3.14.8

The association and the district will collaborate to create position specific evaluation tools to use for the 2021-2022 school year. The specific tools will be agreed upon by the district and a committee of association members.

Article IV

GRIEVANCE PROCEDURES

4.1 Definition

4.1.1

A grievance is an alleged misinterpretation of, or violation of, terms and/or provisions of this Agreement.

4.1.2

Grievant shall mean an individual, a group of individuals and/or the Association.

4.2 Procedure for Processing Grievances: Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate members of the administration.

4.2.1

Immediate Supervisor: Subject to provisions of section 4.5, prior to filing a written grievance, the grievant and/or the Association representative shall informally present a grievance to the immediate supervisor. If the grievance is not settled informally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the

grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance whichever is later.

4.2.1.1

The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

4.2.1.2

The immediate supervisor, upon receipt of the written grievance shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s) Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within five (5) working days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision and all supportive evidence to the grievant(s) Association representative and the Superintendent or Designee.

4.2.2

Superintendent: If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent, or his designated representative, within ten (10) working days of receipt of the decision rendered in Step 1.

4.2.2.1

The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within ten (10) working days of the receipt of the Step 2 appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

4.2.2.2

The Superintendent or his designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s) Association representative and immediate supervisor within five (5) working days from the conclusion of the meeting.

4.2.3

Arbitration: If no satisfactory settlement is reached at Step 2, the Association, within fifteen (15) working days of the receipt of the Step 2 decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration. Any grievance arising out of, or relating to, the interpretation or applications of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this article.

4.2.3.1

The Parties will use the American Arbitration Association or any other mutually agreeable agency such as the Federal Mediation and Conciliation Service for the selection. After selection of the Arbitrator, the expedited rules or other mutually agreeable rules shall be applied, provided, however, the Arbitrator may have up to twenty (20) days to render a

decision. The Arbitrator shall hold a hearing within twenty (20) working days of his appointment. Ten (10) working days notice shall be given to both parties of the time and place of the hearing.

4.2.3.2

The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the Arbitrator shall be final and binding upon the employer, the Association and the grievant(s).

4.3 Jurisdiction of the Arbitrator:

4.3.1

The Arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.

4.3.2

The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

4.3.3

The Arbitrator shall have no power or authority to rule on the termination of services of or failure to re-employ any probationary employees; probationary status shall be for a period of sixty (60) working days.

4.4 Time Limits

4.4.1

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

4.4.2

Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

4.4.3

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step.

4.5 Accelerated Grievance Filing

4.5.1

In order to expedite grievance adjudication, the parties agree that any Association grievances, class action grievances, and grievances involving the evaluation procedures will be lodged at Step 2 of this procedure.

4.5.2

Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even if the contract has expired.

4.6 Reprisals

4.6.1

No reprisal of any kind will be taken by the employer against any employee because of his participation in any grievance.

4.7 Costs

4.7.1The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

Article V

SCHOOL CLIMATE AND CONTRACT MAINTENANCE COMMITTEE

5.1

School Climate and Contract Maintenance Committee will be established by September and will meet on an agreed upon schedule to monitor the implementation of the contract and to address issues that impact school climate and morale. OBCPEA representation shall normally consist of 5 regular members. The District will appoint no more than five (5) people to the committee. Principals, Asst. Principals, Maintenance and Food Service supervisors will not be part of the Climate committee, but may be invited to attend meetings to help resolve issues upon mutual consent of Classified Public Employees Association and Ocean Beach School District.

Article VI

PROCEDURES OF COMMUNICATIONS AND NEGOTIATIONS

6.1

The purpose of these procedures is to achieve the mutual goal of establishing equitable employment conditions and an orderly system of relations which will facilitate joint discussions between the parties for cooperative solutions for group concerns relating to the employment relationship.

6.2

During the year when this master contract is subject to renewal the parties agree to enter into negotiations in accordance with the procedures set forth herein a good faith effort to reach earliest possible settlement on a successor agreement. Each party will submit to the other party a preliminary written draft of any and all proposals it may desire to have included in a successor agreement. The parties may agree to exchange proposals in a different manner.

6.3

Negotiations by the District and the Association will include sharing relevant data, exchanging points of view and making proposals.

6.4

Each party is required to submit proposals to the other party no later than the third (3rd) scheduled negotiating session. These dates may be waived with mutual consent of both parties. The parties agree to make every effort to complete negotiations by August 31st of each year.

6.5

For communicating outside of negotiations, requests for meetings from the Association will be made directly to the District Superintendent or other designated representative. Requests from the District will be made by the Superintendent or designee, to the Association President. Such requests for meetings will contain the reasons for the request. A mutually convenient meeting date shall be set.

Article VII

DURATION

7.1

This Agreement shall be in effect from September 1, 2019 through August 31, 2021. The parties agree to reopen this Agreement within a reasonable amount of time prior to expiration date of this Agreement.

7.2

This agreement shall be opened annually for bargaining of salary and benefits if the state provides additional compensation or COLA's.

7.3

If the District contracts with ESD or other agencies (contractors) which would include, but not be limited to Special Education, the impact of such decision will be an additional and automatic reopener.

Article VIII

PARA-EDUATORS HIRING

8.1 Para-educators Requirements:

All para-educators hired under this contract must meet the established District criteria prior to being employed by the District:

1. Obtain a secondary school diploma or its recognized equivalent and
2. Elect one of the following three options:
 - a) Completion of at least 2 years of study (72 quarter credits) at an institution of higher education; or
 - b) Obtain an associate's equal to 90 quarter credits (or higher) degree; or
 - c) As defined by the Office of Superintendent of Public Instruction, meet a rigorous standard of quality and demonstrate, through a formal State academic assessment
 - ii. knowledge of and the ability to assist in instructing reading, writing, and mathematics; or

iii. knowledge of and the ability to assist in instating reading readiness, as appropriate
3. If a para-educator has been determined by another school district or by the Office of Superintendent of Public Instruction as meeting the above criteria, then he/she shall be considered by the District as having satisfied these requirements

8.2

Para-educators hired as a result of meeting the established criteria shall be provided ongoing training, courses, staff-development, and in-service opportunities sufficient to sustain and maintain the highly qualified level as required by the District, federal and state law. Such training will be at the District's expense.

SIGNATURE PAGE

OCEAN BEACH
CLASSIFIED PUBLIC EMPLOYEES ASSN

By: _____
OBCPEA President

Date: _____

By: _____
Negotiating Team Member

Date: _____

OCEAN BEACH SCHOOL DISTRICT NO. 101

By: _____
Chairperson, School Board

Date: _____

By: _____
Superintendent

Date: _____

APPENDIX A - CPEA Salary Schedule

CPEA Salary Schedule
2021-2022

Step	Custodian	Maintenance/ Grounds	Paraprofessional/ Library Aide	Secretary I	Secretary II	Clerical, Supervisory, Kitchen Worker	Kitchen Supervisor
0	\$17.10	\$20.36	\$16.81	\$19.18	\$16.36	\$14.35	\$15.73
1-3	\$17.93	\$20.77	\$17.30	\$19.55	\$16.67	\$14.77	\$16.04
4-6	\$18.59	\$21.38	\$17.93	\$19.87	\$16.98	\$15.40	\$16.35
7-9	\$19.24	\$21.99	\$18.55	\$20.51	\$17.30	\$16.03	\$16.69
10- 12	\$20.51	\$22.61	\$19.18	\$21.14	\$17.63	\$16.36	\$17.32
13- 15	\$20.76	\$23.23	\$19.80	\$21.79	\$17.93	\$16.98	\$17.94
	Longevity		Parapro Certifications				
16+	\$0.25		\$0.25				
20+	\$0.50		per certification				
25+	\$0.75		Advanced,				
30+	\$1.00		ELL, or SPED				

APPENDIX B

STEP ONE GRIEVANCE – FORM A

Formal Grievance Presentation

To be completed by aggrieved person and submitted within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events.

Aggrieved Person(s): _____

Building/Department: _____

Supervisor: _____

Name of Association Building Representative: _____

Statement of Grievance and Relief Sought:

STEP ONE GRIEVANCE REPLY – FORM B

Decision of Immediate Supervisor

To be completed by immediate supervisor, or other appropriate administrator, within five (5) days of receiving the grievance.

Aggrieved Person(s): _____

Building/Department: _____

Supervisor: _____

Decision of supervisor (or other administrator) and reasons therefore:

Signature of Supervisor

Date of Decision

Aggrieved Person's Response:

- I accept the above decision of the supervisor or other administrator
- I hereby refer the decision to the Association's Contract Maintenance Committee for appeal to the superintendent
- I hereby refer the above decision to the superintendent

Signature of Aggrieved

Date of Response

STEP TWO GRIEVANCE – FORM C

Notification of Appeal

To be completed by the Classified Public Employees Association and submitted to the superintendent or his/her official designee within ten (10) days of receipt of the immediate supervisor's written decision.

Aggrieved Person(s): _____

Building/Department: _____

Supervisor: _____

Name of Association Building Representative: _____

Statement of Grievance and Relief Sought:

In accordance with Step Two of the Classified Staff Grievance procedure:

The Association Representative, _____, hereby notifies you that this grievance is being appealed.

Representative Signature

Date

STEP TWO GRIEVANCE REPLY – FORM D

Decision by Superintendent

To be completed by the superintendent or his/her official designee within five (5) days after the hearing with aggrieved and the Association Representative.

Aggrieved Person(s): _____

Date Appeal Received by Superintendent: _____

Date Hearing Held by Superintendent: _____

Decision of Superintendent and reasons therefore:

Signature of Superintendent

Date of Decision

Aggrieved Person's Response:

- I accept the above decision of the superintendent
- I hereby wish to appeal to the American Arbitration Association, through the Association, in compliance with Step Three of the Classified Staff Grievance Procedure.

Signature of Aggrieved

Date of Response

STEP THREE GRIEVANCE – FORM E

Determination Regarding Arbitration

To be completed by the Association President or designee within fifteen (15) days of receipt of the superintendent's decision.

Aggrieved Person(s): _____

Association President: _____

Date Request for Arbitration Received: _____

Determination by Association:

- The Association has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interest of the school system. The grievance, therefore, is closed.

- The Association has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the grievor. The grievance, therefore, is hereby submitted to arbitration.

Signature of Association President or Designee

Date of Determination